

**SECTION VII:**  
**Annexures/BG/Agreement/Indemnity Bond**

**TIME SCHEDULE FOR COMPLETING THE WORK**  
**(To be completely filled by the Bidder)**

Name of the Bidder	
Office Address	

Sr. No.	Item	Time required for work Mentioned in Tender
1	Labour work for E/o HT LT Line and Transformers	

**Date:**  
**Sign & Stamp of the Bidder**

**Annexure – I**  
**Details of work experience in last three years**  
**(To be completely filled by the Bidder)**

Sr. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & date of the order	Work Order Value	Details of order

- Copies of MAJOR Work orders along with Work completion certificates should be attached with this information.
- If necessary, separate sheet may be used to submit the information

Tender for -----

Tender No: PGVCL/-----

Due On:-

**Date:**

**Sign & Stamp of the Bidder**

**Annexure – II**

**Details of Pending Orders as on Bidding Date**  
**(To be completely filled by the Bidder)**

<b>Sr. No.</b>	<b>Name of the Company with full address, phone, fax and name of contact person</b>	<b>Work Description</b>	<b>Ref. &amp; date of the order</b>	<b>Work Order Value</b>	<b>Reason for non- completion with Certification of Order issuing Authority</b>

- Copies of Resumes and appropriate certifications should be attached with this information.
- If necessary, separate sheet may be used to submit the information.

Tender for -----

Tender No: PGVCL/-----

Due On:-

**Date:**

**Sign & Stamp of the Bidder**

**ANNEXURE – III**

**DECLARATION**

**(Strike off whichever is not applicable)**

This is to declare that Mr. /Ms. \_\_\_\_\_, employee of  
PGVCL at \_\_\_\_\_ (place), is related to our  
\_\_\_\_\_ (designation & Name).

OR

This is to declare that none of the Proprietors/ Partners/ Directors are having any relatives employed or working with Paschim Gujarat VijCo.Ltd.at any of its offices or its parent Department i.e. Energy & Petrochemicals Dept., Govt. of Gujarat.

Date:

Sign. & Stamp of the Bidder

**Annexure - IV**

**DEVIATION SHEET**

Any deviations offered from the terms and conditions of the Offer should be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this page.

<b>Deviation offered to Chapter No, Clause No. of the tender document</b>	<b>Deviation offered</b>

Tender for -----

Tender No: PGVCL/-----

Due On:-

**Date:**

**Sign & Stamp of the Bidder**

**Annexure – V**  
**List of Onsite Testing Facility (For the work of Laying of HT/LT Underground Cable)**  
**(To be completely filled by the Bidder)**

Sr. No.	Name of equipment	Date of purchase	Date of calibration	Utility

Tender for -----

Tender No: PGVCL/-----

Due On:-

**Date:**

**Sign & Stamp of the Bidder**

**Annexure-VI**

**Sub: -UNDERTAKING IN REGARD TO STOP DEAL/BLACK LIST THEREOF**

Ref: - Tender No: PGVCL/ \_\_\_\_\_

I/We \_\_\_\_\_ authorized signatory of

M/s \_\_\_\_\_ hereby certify that

M/s \_\_\_\_\_ is not stop deal/black listed by GUVNL and

or any subsidiary companies viz. PGVCL/UGVCL/DGVCL/PGVCL/GSECL/GETCO for the tendered item.

Date:

Seal & Signature of the Tenderer/Firm

**Annexure-VII**

**LIST OF TYPE TESTS REPORTS SUBMITTED WITH THE TECHNICAL BID**  
**(For the work of Laying of HT/LT Underground Cable)**  
**(Not Older than 7 Years)**

Sr. No	Type Test Report No. & Date	Tests Carried out at (Name of Laboratory)	Rating & Type / Designation of Item / Equipment	Name of the test Conducted	Results Of the Tests.

Tender for -----

Tender No: PGVCL/-----

Due On:-

**Date:**

**Sign & Stamp of the Bidder**

**Annexure-VIII**

**List of Performance Certificate:**

Sr. No.	Name of the Authority by whom certificate is issued	Reference No. & Date	Details of items
1	2	3	4

Tender for -----

Tender No: PGVCL/-----

Due On:-

Date:

Sign & Stamp of the Bidder

**Annexure-IX**

**Details of Fatal/Non-Fatal Accidents Occurred To the Contractor Labours during Last Five Years**

<b>Sr. No.</b>	<b>Type Of Accident (Electrical/Mechanical)</b>	<b>Fatal/Nonfatal</b>	<b>Nos. of Affected Labour/s</b>	<b>Brief Reason for the Accident</b>

Tender for Supply of-----

Tender No: PGVCL/-----

Due On:-

**Date:**

**Sign & Stamp of the Bidder**

**Annexure-X**

**Sub: -UNDERTAKING IN REGARD TO ANY PENDING CRIMINAL CASE FOR FRAUD OR MISHANDLING OF MATERIAL**

**Ref : Tender No.: PGVCL/\_\_\_\_\_**

I/We \_\_\_\_\_ authorised signatory  
of M/s. \_\_\_\_\_ hereby  
declare that none of the Proprietors/Partners/Directors is not under any criminal  
investigation for any kind of fraud for theft of material or/and with handling the material  
and any civil and/or criminal case pending for such matter listed by GUVNL and or any  
subsidiary companies viz. PGVCL/UGVCL/DGVCL/MGVCL/GSECL/GETCO for the tendered  
items and/or work.

**Seal of the Firm**

**Signature of the Tenderer with Designation**

**Place:**

**Date :**

## **Annexure-XI**

### **Sub : UNDERTAKING for safety Gadgets**

Ref: - Tender No: PGVCL/\_\_\_\_\_

I/We \_\_\_\_\_ authorized signatory of  
M/s \_\_\_\_\_ hereby declare we will provide \_\_\_\_\_ nos of  
labours to carry out this tenders scope of work. We are having Labour Insurance Policy  
No. \_\_\_\_\_ for \_\_\_\_\_ nos of our labours. We declare that, as mention below table, we  
are having following safety gadgets of our own and they all are in good condition.

### **List of Safety Gadgets Owned by Bidder**

Sr No.	List of Safety Gadget	Unit	Nos gadgets owned by bidder
1	HT DO Rod	No	
2	Earthing Rod	No	
3	Helmet	No	
4	Safety Belt	No	
5	Hand Gloves for LT	Pair	
6	Hand Gloves for HT	Pair	
7	Other safety items		
8			
9			
10			
11			
12			

**Date:**

**Sign & Stamp of the Bidder**

**Signature of the Tenderer with Designation**

### On Firm's Letter Head

## CERTIFICATE – “A”

I/We \_\_\_\_\_ authorized signatory of  
M/s. \_\_\_\_\_ hereby certify that  
M/s. \_\_\_\_\_ is not related with other firms who have submitted  
tenders for the same items under this inquiry / Tender.

- Seal of the Firm
  - Place:
  - Date:
- Signature of the Tenderer  
With Designation

## **E.M.D. BANK GUARANTEE FORMAT**

FOR TENDER NO.: .....

### **APPENDIX – I**

*(Bank Guarantee on Non-Judicial Stamp Paper of Rs.100/-)*

WHEREAS M/s. \_\_\_\_\_ (Name & Address of the Firm) having their registered office at \_\_\_\_\_ (Address of the firms Registered office) (hereinafter called the 'Tenderer') wish to participate in the tender No. \_\_\_\_\_ for \_\_\_\_\_ of (Supply/ Erection/Supply & Erection Work) (Name of the material/equipment/Work) for \_\_\_\_\_ Paschim Gujarat Vij Company Ltd. and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (Mention here date of validity of this Guarantee which will be **5 (FIVE)** months beyond initial validity of Tender's offer) which is required to be submitted by the tenderer along with the tender.

We, \_\_\_\_\_ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at \_\_\_\_\_ (Address of Bank's registered office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby agree unequivocally and Unconditionally to pay immediately on demand in writing from the Paschim Gujarat Vij Company Ltd. or any officer authorized by it in this behalf any amount not exceeding Rs. \_\_\_\_\_ (Amount of E.M.D.), (Rupees \_\_\_\_\_ (In words) to the said Paschim Gujarat Vij Company Ltd. on behalf of the Tenderer.

We \_\_\_\_\_ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the Tenderer within its validity or Non submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the Paschim Gujarat Vij Company Ltd. would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ (Mention here the date of validity of Bank) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of Tenderer Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the PGVCL.

*"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."*

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Amt. of E.M.D.) (Rupees \_\_\_\_\_) (In words). Our Guarantee shall remain in force till \_\_\_\_\_ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (Date of Validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

Signature of the Bank's Authorized Signatory with Official Round Seal.

**NAME OF DESIGNATED BANKS:**

- All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
  - Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank
  - Co-operative Banks and Commercial Banks and recognized/notified by Government of Gujarat (GoG)
- Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

**FORM OF BANKER'S UNDERTAKING (For SD)**

*(Bank Guarantee on Non-Judicial Stamp Paper of .100/-)*

We, Bank of \_\_\_\_\_ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Paschim Gujarat Vij Company Ltd. or any Officer authorized by it in this behalf any amount up to and not exceeding \_\_\_\_\_ (in words) Rupees \_\_\_\_\_ to the said Paschim Gujarat Vij Company Ltd. on behalf of M/s. \_\_\_\_\_ who have entered into a contract for the supply/works specified below

L.O.A. No. \_\_\_\_\_ dated \_\_\_\_\_.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

*"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."*

"NOTWITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	Signature of the Bank's Authorized Signatory with Official Round Seal.
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**NAME OF DESIGNATED BANKS:**

- All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
  - Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank
  - Co-operative Banks and Commercial Banks and recognized/notified by Government of Gujarat (GoG)
- Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

## **AGREEMENT:**

This agreement is made at \_\_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ Year between the **Paschim Gujarat Vij Company Ltd. & \_\_\_\_\_** (hereinafter referred to as "the Contractor" which expression shall unless excluded by or repugnant to the context included its successors or permit assigns) of the one part and the Paschim Gujarat Vij Company Ltd. Having its Regd. and Corporate Office at Laxminagar, Off Nanamava Road, Rajkot, 360004 (hereinafter called "The Company" which expression shall unless excluded by or repugnant of the context include its successors of assigns) of the other part.

Whereas the aforesaid Company has accepted the tender of the aforesaid contractor for the work of \_\_\_\_\_ as per Company's LOA No. \_\_\_\_\_, Dated \_\_\_\_\_, hereinafter called "The works and more particularly described enumerated or referred to in the specifications, terms and other letters and schedule of price which for the purpose of identification have been signed by **The Superintending Engineer/Executive Engineer,, Circle/Division, PGVCL** on behalf of the Company, a list where of is made out in the schedule here under written and all of which said documents are deemed to form part of this contract and include in the expression "The works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

And whereas the Company has accepted the tender of the contractors for the **Maintenance & Erection of HT / LT Line & T/C and Underground cable** up on the terms and subject to the conditions herein mentioned.

- 1.) The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein of therefore respectively or are reasonable necessary for the completion of the works as mentioned and at the time in the manner and subject to the terms conditions and stipulation contained in this contract and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid the company both hereby covenant with the contractor to pay all the claims of money as and when they become due and payable to the contractor under the provisions of the contract such payment to be made at such times in such manner as is provided by the contract.
- 2.) The conditions and covenant stipulation here in before in this contract are subject to and without prejudice to the right of the company to enforce for delay and or any other rights whatever including the right to reject and cancel on default or breach by the contract of the conditions and the covenant as stipulated in the general conditions specifications form Or tender schedule drawing etc. attached with the Company LOA No. \_\_\_\_\_, Dated \_\_\_\_\_.
- 3.) The Contractor will strictly follow the safety Rules and Regulations during the execution of aforesaid work. The Contractor will also provide all required Safety Gadgets to his Supervisors and labours to execute the work mentioned in Tender. On violating or breaking the Safety Rules and Regulations, and if Supervisors/Labours are found without Safety Gadgets, "The Company" reserves the right to take actions as per the terms and conditions mentioned in Tender without any prejudice.
- 4.) The Company reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The PGVCL shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.
- 5.) The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Company, stop all further sub-contracting or purchasing activity related to the work terminated, and assist "The Company" in maintenance, protection, and disposition of the works acquired under the Contract by the Company. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 6.) If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless "the Company" is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and

completing the Contract “the Company” shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor’s firm on account of the cancellation of the Contract. The decision of the Company that the legal representatives of the deceased Contractor or surviving partners of the Contractor’s firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor’s firm liable to damages for not completing the Contract.

The contract value extent of supply delivery dates, specifications as other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or constructed to mean and to effect or alter other terms and conditions of the contract and the contract so altered or revised shall be and shall always be deemed to have been subject without prejudice to and stipulation.

#### SCHEDULE

- 1.
- 2.
- 3.

In witness where of the parties here to have set their hands and seal this day and month year first above written.

1. Signed sealed and delivered by for and on

Behalf of the presence of name and address.

2. Signed sealed and delivered by for and on behalf

Of The Paschim Gujarat Vij Company Ltd

## INDEMNITY BOND

In consideration of the **PASCHIM GUJARAT VIJ COMPANY LTD.**, herein after known as the COMPANY having given contract for the work of \_\_\_\_\_

\_\_\_\_\_ as per A/T No. \_\_\_\_\_, dated \_\_\_\_\_ and all future contract that may be awarded to me in the next one year and in terms of the condition in clause 1.24 of section VI of the COMPANY's tender and contract for work.

I \_\_\_\_\_ residing at \_\_\_\_\_ by this Bond bind myself responsible for and shall pay compensation to my workmen payable under the workmen's compensation ACT – 1923 (viii of 1923) hereinafter called the said Act for death or injuries caused to the workmen engaged by this presents, if such compensation is paid by the COMPANY as principal under such sub-section (1) of section 12 of the said Act on behalf of me, to pay such amount of compensation on demand within 48 hours to the COMPANY that it might have to spend as legal and other incidental charges in defending any suit or action arising out of the death of injuries in regard to compensation paid to the workmen or heirs of the deceased workmen.

Now the condition of the above written Bond is such that any suit of action arising out of the death or injuries to the workmen engaged by me. During the execution of work of said contract and all future contracts that may be awarded to me in the next one year is filed by the worker against the COMPANY, I \_\_\_\_\_ shall imbrues to the COMPANY such sum that the COMPANY is required to spend as legal and other incidental charges in defending such suit or action and also the amount that may be ordered to be paid to the worker / or his heirs as compensation and that the above written bind shall remain in full force and virtue till the COMPANY is required to defend such suit or action filed by the workers and or heirs against the COMPANY. Further it is applicable on death of contractor himself also. No any compensation will be claimed by legal heirs of contractor.

Witnesses:

Signature of the Executant